

DISPOSITION: August 7 and October 5, 1945. No claimant having appeared, judgments were entered ordering that the Washington lot be delivered to a local hospital and that the Utah lot be destroyed.

1775. Adulteration and misbranding of adhesive gauze bandage. U. S. v. 6¼ Gross Packages of Adhesive Gauze Bandage. Default decree of condemnation and destruction. (F. D. C. No. 16309. Sample No. 4611-H.)

LIBEL FILED: June 1, 1945, Middle District of Pennsylvania.

ALLEGED SHIPMENT: January 24, 1945, by the World Merchandise Exchange, from New York, N. Y.

PRODUCT: 6¼ gross packages of *adhesive gauze bandage* at Harrisburg, Pa.

LABEL, IN PART: "Home-aid Brand 8 Adhesive Strips For Home, Factory and Sport Use."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be a drug, "Adhesive Absorbent Gauze [Adhesive Absorbent Compress]," the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it was not sterile but was contaminated with living micro-organisms.

Misbranding, Section 502 (g), the article was not packaged as is prescribed in the United States Pharmacopoeia, since that compendium provides that "Each Adhesive Absorbent Gauze is packaged individually in such manner that sterility is maintained until the individual package is opened. One or more individual packages are packed in a second protective container."

DISPOSITION: September 20, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1776. Adulteration and misbranding of prophylactics. U. S. v. 500 Gross of Prophylactics (and 9 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 14928, 15235, 15239, 15240, 15292, 15380, 15454, 15456, 16228, 16255, 16976. Sample Nos. 97657-F, 6321-H, 6323-H, 10225-H, 18588-H, 18826-H, 20731-H, 22115-H, 23219-H, 23221-H, 23224-H, 23225-H, 23708-H, 23717-H, 24184-H.)

LIBELS FILED: Between January 2 and August 13, 1945, District of Minnesota, Eastern and Western Districts of Missouri, Southern District of New York, Eastern District of Louisiana, Southern District of Texas, and Western District of Pennsylvania.

ALLEGED SHIPMENT: Between November 25, 1944, and May 2, 1945, by the Killashun Sales Division, from Akron, Ohio.

PRODUCT: *Prophylactics*, 654½ gross at Minneapolis, Minn., 249 gross at St. Louis, Mo., 50 gross at New York, N. Y., 250 gross at New Orleans, La., 419 gross at Houston, Tex., 40 gross at Pittsburgh, Pa., 32 gross at Kansas City, Mo., and 42¾ gross at Springfield, Mo. Examination of samples of the product disclosed that a number were defective in that they contained holes.

LABEL, IN PART: "Xcello's Prophylactics," or "Silver-Tex Prophylactics."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess.

Misbranding, Section 502 (a), the label statement "Prophylactics" was false and misleading as applied to an article containing holes.

DISPOSITION: Between March 8 and October 3, 1945, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

DRUGS AND DEVICES ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS*

1777. Misbranding of Clover Blossom Honey. U. S. v. Harold L. Pagel (Clover Blossom Honey Co.). Plea of guilty. Fine, \$500. (F. D. C. No. 15577. Sample No. 81808-F.)

LIBEL FILED: August 3, 1945, Middle District of Pennsylvania, against Harold L. Pagel, trading as the Clover Blossom Honey Co., Wilkes-Barre, Pa.

ALLEGED SHIPMENT: On or about June 7, 1944, from the State of Pennsylvania into the State of Connecticut.

NATURE OF CHARGE: Misbranding, Section 502 (a), certain statements in an accompanying booklet entitled "Home Remedies Use Only Clover Blossom

*See also Nos. 1752-1760, 1764, 1766-1769, 1776.